



Procurement Services Procedures Manual

Adopted January 1, 2024

(Amended September 1, 2024 - Added PO Exemption List - page 21)

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I. Introduction

The policies and procedures in this manual supersede all other prior codes, regulations, ordinances, policies, procedures, or rules of the District regarding procurement.

The mission of the Procurement staff is:

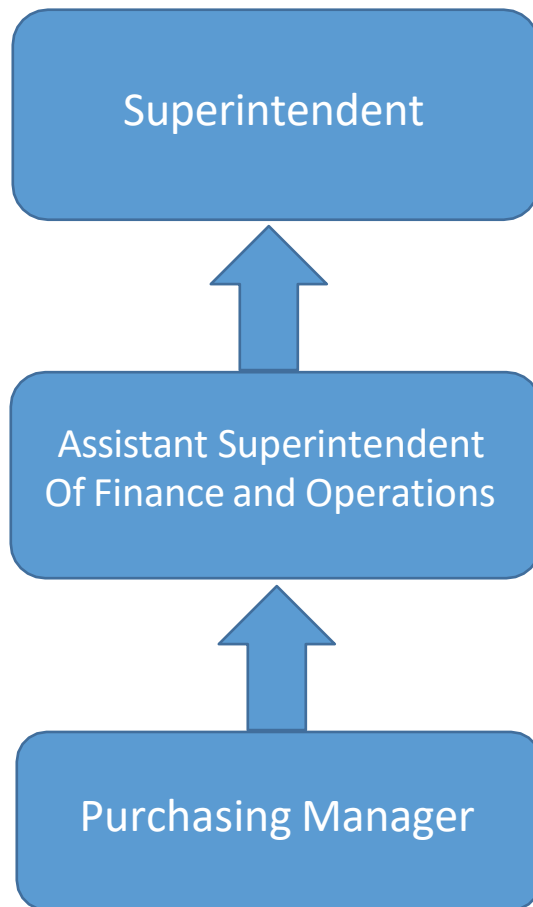
- To support the District's goals through the acquisition of goods and services
- To educate District staff on procurement policies and procedures applicable to their funding sources
- To enforce applicable local, state, or federal procurement guidelines across all District purchases
- To foster competition, accountability, integrity, equality, and transparency in the procurement process of the District

The underlying purposes of this manual are:

- To provide increased efficiency in District procurement activities
- To the fullest extent practicable to maximize the purchasing values of funds
- To ensure that procurements are the most advantageous to the District and in compliance with the appropriate governing regulations
- To foster effective broad-based competition for District procurements
- To develop procurement capabilities responsive to appropriate user needs
- To consolidate, clarify, and modernize the procedures governing District procurements
- To ensure the fair and equitable treatment of all persons involved with the procurement processes of the District
- To provide safeguards for competition, accountability, integrity, and transparency with clearly defined rules for ethical behavior on the part of all persons engaged in the procurement process of the District
- To promote consistency across all District procurements
- To be interpreted as consistently as possible with the South Carolina Consolidated Procurement Code

II. Organizational Structure

Procurement Services for YSD1 consists of one (1) Purchasing Manager. The Purchasing Manager reports to the Assistant Superintendent of Finance and Operations. The Assistant Superintendent of Finance and Operations reports to the Superintendent.



III. Funds Management

Public Funds:

Public funds are appropriated by the YSD1 School Board. Public funds shall abide by the [YSD1 Procurement Code](#) and by the policies and procedures in this manual.

Activity Funds:

Activity funds are generated by various fund-raising efforts at the individual school level. Multiple activity fund accounts may exist at the individual school level. The [YSD1 Procurement Code](#) and the policies and procedures in this manual do not apply to purchases made directly from activity funds. The [YSD1 Procurement Code](#) and the policies and procedures in this manual do apply to activity funds when the purchase is made directly from public funds and then reimbursed from activity funds.

York School District One Education Foundation Funds:

YSD1 Education Foundation funds appropriated to the District shall abide by the [YSD1 Procurement Code](#) and by the policies and procedures in this manual.

Capital Funds:

Capital funds are generated thru the sale of County bonds. Capital funds shall abide by the [YSD1 Procurement Code](#) and by the policies and procedures in this manual.

State Grant Funds:

State grant funds shall abide by the [YSD1 Procurement Code](#) and by the policies and procedures in this manual.

Federal Grant Funds:

Federal grant funds shall abide by the [YSD1 Procurement Code](#) and by the policies and procedures in this manual. Additional federal grant fund requirements are listed below.

- Any existing exemption list cannot be used as the determination for the approval of federal grant funds
- Purchases from a sole source vendor are required to be reviewed and approved by the South Carolina Department of Education

IV. Procurement Policies

A. Record Retention:

All Requisitions, Purchase Orders, Competitive Proposal files, and Competitive Bid files shall be retained for three (3) years from the closeout date. If a contract is being funded in whole or in part by assistance from a Federal agency, then all procurement records pertaining to that contract shall be retained for five (5) years from the closeout date.

B. Independent Audits:

No contract for auditing or accounting services shall be awarded without the approval of the School Board. [YSD1 Procurement Code](#) states an Independent Audit must be performed every three (3) years by an audit firm approved by the Division of Procurement Services (DPS). YSD1 elects to be audited annually by an Independent Audit firm. The State Fiscal Accountability Authority (SFAA) agreed upon procedures for School District Procurement Systems are utilized for the annual audit.

C. Legal Services:

No contract for the services of attorneys shall be awarded without the approval of the Superintendent.

D. Accountability and Authority:

The procedures contained in this manual are applicable to all District personnel involved in the requisitioning, receiving, transferring and replacement of supplies, materials, equipment, and services. The Purchasing Manager, departments, and schools are authorized to make commitments against District accounts. It is the responsibility of each department head or school administrator to ascertain that funds are available for purchases. The Purchasing Manager, schools, and departments, shall conduct procurements in such a manner as to achieve the greatest benefit for the District in accordance with the ethical practices of the Procurement profession. Financial commitments inconsistent with the [YSD1 Procurement Code](#) and the procedures in this manual shall not be made.

Procurement Accountability:

The duties and responsibilities of the Purchasing Manager include, but are not limited to:

- Administering all District policies, applicable procedures, and reporting upon improprieties
- Educating District personnel on their responsibilities regarding procurement practices
- Training of Department Heads, Principals and Bookkeepers on the policies and procedures in this manual
- Determine the proper and most effective Procurement method for required supplies, equipment, and services
- Fully obtain competitive bids and proposals and to prepare, in conjunction with departments and schools, complete specifications to release an Invitation for Bid (IFB) or Request for Proposal (RFP), for required supplies, services, and equipment

- Receive, open, tabulate, evaluate, and recommend bids and proposals that are in the best interest of the District
- Administering the issuance of purchase orders and contracts by the District
- Monitoring vendor performance in conjunction with efforts by departments and schools
- Terminating contracts for cause when poor performance is documented
- Review, analyze and approve, in conjunction with the Assistant Superintendent of Finance and Operations, emergency procurement and sole source procurement requests in accordance with the [YSD1 Procurement Code](#)
- To coordinate and maintain all files and records as required by the District's Board Policy and by the [YSD1 Procurement Code](#)
- Assist departments and schools with the purchase of supplies, equipment, and services

The District is not required to maintain a formal Bidders' List. All formal solicitations will be advertised pursuant to the requirements of the [YSD1 Procurement Code](#). Vendors interested in doing business with YSD1 can monitor the [District website](#) for solicitations and awards.

Departments and Schools Accountability:

The duties and responsibilities of the Schools and Department Heads include, but are not limited to:

- In conjunction with the Purchasing Manager, to educate school personnel in the application of the policies and procedures in this manual
- Ensure that only authorized items and services are requisitioned and purchased
- Items purchased are shipped/delivered to the designated school or department
- Ensure that supplies, materials, and equipment are not requested or accumulated beyond actual needs
- Ensure that adequate planning and scheduling occurs at the department and school level to allow sufficient time for Procurement Services to schedule and perform their duties and responsibilities in a timely manner
- Receive supplies and materials in a timely manner to insure prompt payment
- Document and report poor vendor and material/equipment performance to the Purchasing Manager for corrective action
- Collaborating with the Purchasing Manager in all contract negotiations
- The conservation, preventative maintenance, safeguarding, recovery, and repair of supplies and equipment

Purchasing Manager Authority:

The District's School Board and the Superintendent have delegated to the Purchasing Manager, under the direction of the District's Assistant Superintendent of Finance and Operations, the authority and responsibilities as follows:

- To enter into contracts for the procurement of goods and services
- Issuing, receiving, evaluating, and awarding competitive bids and proposals. All formal competitive bids and proposals are issued, received, and awarded by the Purchasing Manager
- Administration of the YSD1 Procurement Card program in accordance with the [YSD1 Procurement Code](#) and the [YSD1 Procurement Card](#) policies and procedures
- To authorize exceptions to departments and schools for the procurement of specific goods or services
- To delegate procurement authority; authority to sign a District purchase order is delegated as follows:
 - Assistant Superintendent of Finance and Operations (unlimited)
 - Purchasing Manager (unlimited)
 - Business Manager (unlimited)
 - Department Administrators or designee (up to \$1,500)

Departments and Schools Authority:

The Purchasing Manager delegates the authority to departments and schools for:

- Small Dollar Purchases of goods, services and equipment up to \$10,000.00
- Obtaining three (3) bona fide written quotes for procurements from \$10,000.01 to \$25,000.00 or Minor Construction procurements from \$10,000.01 to \$100,000.00

This delegated authority shall not apply to signing vendor contracts or agreements. When exercising this delegated authority, the department head or school administrator signs the Purchase Requisition certifying that the goods and/or services are budgeted, appropriate and necessary.

E. Conflict of Interest:

No YSD1 employee having the authority or responsibility for a procurement transaction will participate in that transaction on behalf of the District when the employee knows any or all of the following:

- The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction
- The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner, or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction

- The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror, or contractor
- No YSD1 employee or former YSD1 employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror, or contractor with whom the employee or former employee dealt with in an official capacity concerning procurement transactions for a period of six (6) months from the cessation of employment with YSD1 unless the employee, or former employee, provides written notification to YSD1 prior to commencement of employment by that bidder, offeror, or contractor
- No YSD1 employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact, knowingly make any false, fictitious, or fraudulent statement or representations; or make or use any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry

The Purchasing Manager will not enter into any negotiations or become involved in any transactions for the purchase of anything for the personal use of District employees. Also, the purchasing power of the District (i.e., District contracts, State contracts, etc.) shall not be used to obtain goods and/or services for the private use of District employees.

It is the responsibility of each employee of YSD1 to take all appropriate steps to assure that the District does not knowingly enter into any purchase commitment which could result in a conflict of Interest. The Purchasing Manager will bring any questionable situations to the attention of the Assistant Superintendent of Finance and Operations.

V. Procurement Thresholds and Methods (non-construction)

Procurements shall not be divided so as to avoid competitive thresholds or bidding. Thresholds include any applicable freight, warranty, installation or any other costs applicable to the procurement.

<u>Threshold</u>	<u>Method</u>
Not exceeding \$10,000	Small Dollar Purchase
\$10,001 to \$25,000	Competition by Quotes
\$25,001 and above	Competitive Sealed Proposals or by Competitive Sealed Bids

Established state contracts and state approved co-operative contracts should be utilized by the District rather than procedures for Competition by Quotes, Competitive Sealed Proposals, or Competitive Sealed Bids.

Procurement Thresholds and Methods (construction)

Procurements shall not be divided so as to avoid competitive thresholds or bidding. Thresholds include any applicable freight, warranty, installation or any other costs applicable to the procurement.

<u>Threshold</u>	<u>Method</u>
Not exceeding \$10,000	Small Dollar Purchase
\$10,001 to \$100,000	Competition by Quotes
\$100,001 and above	Competitive Sealed Proposals or by Competitive Sealed Bids

The project delivery method used for a District construction project must be that method which is most advantageous to the District and results in the most timely, economical, and successful completion of the construction project. The District shall select the appropriate project delivery method for a particular project and shall state in writing the facts and considerations leading to the selection of that particular method.

A. Small Dollar Purchases:

Procurements shall not be divided so as to avoid competitive thresholds. Multiple quotations are not required for a Small Dollar Purchase. The threshold for a Small Dollar Purchase shall include any freight, warranty, installation or any other costs applicable to the procurement.

A Small Dollar Purchase not exceeding \$5,000 shall be paid by District [Purchase Card](#) (P-card). If a vendor does not accept P-card as method of payment, the District's Requisition and Purchase Order procedures will be utilized for the Small Dollar Purchase.

A Small Dollar Purchase between \$5,001 to \$10,000 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. Action to verify the reasonableness of the price will be taken when the Purchasing Manager suspects that the price may not be reasonable due to either or a combination of:

- A comparison made to previous price(s) paid
- Market research performed
- A personal knowledge of the item involved

The District's Requisition and Purchase Order procedures will be utilized for Small Dollar Purchases between \$5,001 to \$10,000. For submission to the Purchasing Manager, documentation in the form of a vendor quote shall be attached to the Requisition. The Purchasing Manager will annotate "Price is Fair and Reasonable" on the face of the Requisition and sign.

B. Competition by Quotes:

State contracts, state approved co-operative contracts, sole source, and School Board approved [exemptions](#) are not subject to these competitive thresholds.

Procurements shall not be divided so as to avoid competitive thresholds. For a non-construction purchase of \$10,001 to \$25,000 or for a construction purchase of \$10,001 to \$100,000, three (3) quotations from qualified sources are required. Thresholds shall include any freight, warranty, installation or any other costs applicable to the procurement.

The District's Requisition and Purchase Order procedures will be utilized for a Competition by Quote purchase. For submission to the Purchasing Manager, the three (3) quotations shall be attached to the Requisition. The award shall be to the lowest responsive and responsible source.

C. Competitive Sealed Proposals:

State contracts, state approved co-operative contracts, sole source, and School Board approved exemptions are not subject to these competitive thresholds.

Procurements shall not be divided so as to avoid competitive thresholds. For a non-construction purchase exceeding \$25,001 or for a construction purchase exceeding \$100,000, Competitive Sealed Proposal or Competitive Sealed Bid procedures are required.

Competitive Sealed Proposals should be used when both the needs of the School District and the costs to satisfy those needs are important and the methods, or items to satisfy those needs are not clear and precise. While price is an important factor, it is considered less significant than fully meeting the District's needs. The ultimate purpose of this method of procurement is to provide flexibility to the District while taking into consideration various options and the costs of each. The Request for Proposals shall be the document used to initiate a Competitive Sealed Proposal procurement and shall include the following:

- Instructions and information to offerors concerning the proposal submission requirements, including the time and date set for receipt of proposals, the individual to whom the proposal is to be submitted, the address of the office to which proposals are to be delivered, the maximum time for proposal acceptance, and any other special information
- Specifications, purchase description, evaluation factors, delivery and performance schedule, and such inspection and acceptance requirements as are not included in the purchase description
- All contract terms and conditions, including warranty and bonding or other security requirements as applicable
- Instructions to offerors on how to visibly mark as confidential information what they consider to be proprietary information and exempt from public disclosure

Adequate public notice of the Request for Proposals shall be given to provide offerors a reasonable time to prepare their proposals. A minimum of seven (7) days shall be provided unless a shorter time is deemed necessary for a particular procurement as determined in writing by the Assistant Superintendent of Finance and Operations. All notices shall be publicized in South Carolina Business Opportunities (SCBO) by the Purchasing Manager.

All proposals received prior to the time of opening shall be kept secure and unopened. Prior to proposal opening, information concerning the identity and number of proposals received shall be made available only to District employees that have a need to know. When samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before proposal opening. Unidentified proposals may be opened solely for the purpose of identification, and then only by the Purchasing Manager. When proposals are rejected, or a solicitation cancelled after proposals

are received, the proposals which have been opened shall be retained in the procurement file or, if unopened, otherwise disposed of. Unopened proposals are not considered to be public information.

Proposals shall be opened publicly by the Purchasing Manager in the presence of one or more District witnesses at the time and place designated in the Request for Proposals. The name of each offeror, a description sufficient to identify the item, and such other relevant information shall be recorded and certified in writing as true and accurate by both the Purchasing Manager and the witness(es). The Register of Proposals shall be open to public inspection only after the issuance of an award or notification of intent to award, whichever is earlier. As provided by the solicitation, offerors must visibly mark all information in their proposals that they consider to be exempt from public disclosure. If it becomes necessary to postpone a proposal opening, the Purchasing Manager shall issue the appropriate amendment to the solicitation postponing or rescheduling the proposal opening. The amendment to the solicitation shall be publicized on South Carolina Business Opportunities (SCBO).

The Request for Proposals must state the relative importance of the factors to be considered in evaluating proposals. Evaluating factors may or may not include a numerical weighting for each factor. Price may, but need not, be an evaluation factor. Proposals must be evaluated using only the criteria stated in the Request for Proposals and there must be adherence to weightings that have been assigned. Once the evaluation is complete, all responsive offerors must be ranked from most advantageous to least advantageous to the District, considering only the evaluation factors stated in the Request for Proposals. Any proposal which fails to conform to the essential requirements of the Request for Proposals shall be rejected.

Unless there is a compelling reason to reject proposals, award will be made to the highest ranked responsible offeror. The highest ranked responsible offeror shall be determined based on the requirements, criteria, and the evaluation factors stated in the Request for Proposals. The contract file must contain the basis on which the award is made and must be sufficient to satisfy external audit. If two or more offerors are tied in price while otherwise meeting all of the required conditions, awards are determined in the following order of priority:

- 1) If there is a South Carolina firm tied with an out-of-state firm, the award must be made automatically to the South Carolina firm.
- 2) Tie proposals involving South Carolina produced or manufactured products, when known, and items produced or manufactured out of the State must be resolved in favor of the South Carolina commodity.
- 3) Tie proposals involving a business certified by the South Carolina Office of Small and Minority Business Assistance as a Minority Business Enterprise must be resolved in favor of the Minority Business Enterprise.
- 4) Tie proposals involving South Carolina firms must be resolved in favor of the South Carolina firm located in the District.

- 5) In all other situations in which proposals are tied, the award must be made to the tied offeror that is offering the quickest delivery time, or if the tied offerors have offered the same delivery time, the tie must be resolved by the flip of a coin witnessed by the Purchasing Manager. All responding vendors must be invited to attend.

The Purchasing Manager shall issue the notice of intent to award or award on the date specified in the solicitation, unless the Purchasing Manager determines, and gives notice, that a longer review time is necessary. If applicable, the Purchasing Manager shall give notice of the revised posting date. For contracts with a total or potential value in excess of one hundred thousand (\$100,000) dollars, notice of an intended award of a contract must be given by posting the notice for seven (7) business days before entering into a contract and must be sent electronically to all offerors responding to the solicitation on the same day that the notice is posted. The posting date shall appear on the face of all these notices. If a change to the posting date is necessary, notice of the revised posting date must be given by the Purchasing Manager by posting the notice for three (3) business days and must be sent electronically to all offerors responding to the solicitation on the same day that the notice is posted. All notices shall be posted to SCBO by the Purchasing Manager. The Request for Proposals and a notice of award or notice of intent to award must contain a statement of an offeror's right to protest. When only one proposal is received, the notice of intent to award and the delay of award may be waived.

The District's Requisition and Purchase Order procedures will be utilized for an award issued by Competitive Sealed Proposals. A copy of the written solicitation must be attached to the Purchase Order or made a part of the contract file.

D. Competitive Sealed Bids:

State contracts, state approved co-operative contracts, sole source, and School Board approved [exemptions](#) are not subject to these competitive thresholds.

Procurements shall not be divided so as to avoid competitive thresholds. For a non-construction purchase exceeding \$25,001 or for a construction purchase exceeding \$100,000, Competitive Sealed Proposal or Competitive Sealed Bid procedures are required.

This is a price determinate method of procurement and is best applied where the needs of the District are precise and certain and may be secured from any number of potential suppliers. The Invitation for Bids shall be the document used to initiate a Competitive Sealed Bid procurement and shall include the following:

- Instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the individual to whom the bid is to be submitted, the address of the office to which bids are to be delivered, the maximum time for bid acceptance, and any other special information

- Specifications, purchase description, evaluation factors, delivery and performance schedule, and such inspection and acceptance requirements as are not included in the purchase description
- All contract terms and conditions, including warranty and bonding or other security requirements as applicable
- Instructions to bidders on how to visibly mark as confidential information which they consider to be proprietary information and exempt from public disclosure

Adequate public notice of the Invitation for Bids shall be given. Bidding time will be set to provide bidders a reasonable time to prepare their bids. A minimum of seven (7) days shall be provided unless a shorter time is deemed necessary for a particular procurement as determined in writing by the Assistant Superintendent of Finance and Operations. All notices shall be publicized in South Carolina Business Opportunities (SCBO) by the Purchasing Manager.

All bids received prior to the time of opening shall be kept secure and unopened. Prior to bid opening, information concerning the identity and number of bids received shall be made available only to District employees that have a need to know. When bid samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening. Unidentified bids may be opened solely for the purpose of identification, and then only by the Purchasing Manager. When bids are rejected, or a solicitation cancelled after bids are received, the bids which have been opened shall be retained in the procurement file or, if unopened, otherwise disposed of. Unopened bids are not considered to be public information.

Bids shall be opened publicly by the Purchasing Manager in the presence of one or more District witnesses at the time and place designated in the Invitation for Bids. The name of each bidder, the dollar amount of each bid, and such other relevant information shall be recorded and certified in writing as true and accurate by both the Purchasing Manager and the witness(es). Only the information disclosed by the Purchasing Manager at bid opening is considered to be public information until after the issuance of an award or notification of intent to award, whichever is earlier. If it becomes necessary to postpone a bid opening, the Purchasing Manager shall issue the appropriate amendment to the solicitation postponing or rescheduling the bid opening. The amendment to the solicitation shall be publicized on the South Carolina Business Opportunities (SCBO).

Bids shall be accepted without alteration or correction. The Invitation for Bids shall set forth the evaluation criteria to be used. Bids must be evaluated based on the requirements in the Invitation for Bids. No cost criteria may be used in the bid evaluation that are not set forth in the Invitation for Bids. Those criteria that will affect the bid price and be considered in evaluation for award shall be measurable, such as discounts, transportation costs, and total or life cycle costs. Any bid which fails to conform to the essential requirements of the Invitation for Bids shall be rejected.

Unless there is a compelling reason to reject bids, the contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bids. If two or more bidders are tied in price while otherwise meeting all of the required conditions, awards are determined in the following order of priority:

- 1) If there is a South Carolina firm tied with an out-of-state firm, the award must be made automatically to the South Carolina firm.
- 2) Tie bids involving South Carolina produced or manufactured products, when known, and items produced or manufactured out of the State must be resolved in favor of the South Carolina commodity.
- 3) Tie bids involving a business certified by the South Carolina Office of Small and Minority Business Assistance as a Minority Business Enterprise must be resolved in favor of the Minority Business Enterprise.
- 4) Tie bids involving South Carolina firms must be resolved in favor of the South Carolina firm located in the District.
- 5) In all other situations in which bids are tied, the award must be made to the tied bidder offering the quickest delivery time, or if the tied bidders have offered the same delivery time, the tie must be resolved by the flip of a coin witnessed by the Purchasing Manager. All responding vendors must be invited to attend.

The Purchasing Manager shall issue the notice of intent to award or award on the date specified in the solicitation, unless the Purchasing Manager determines, and gives notice, that a longer review time is necessary. If applicable, the Purchasing Manager shall give notice of the revised posting date. For contracts with a total or potential value in excess of one hundred thousand (\$100,000) dollars, notice of an intended award of a contract must be given by posting the notice for seven (7) business days before entering into a contract and must be sent electronically to all bidders responding to the solicitation on the same day that the notice is posted. The posting date shall appear on the face of all these notices. If a change to the posting date is necessary, notice of the revised posting date must be given by the Purchasing Manager by posting the notice for three (3) business days and must be sent electronically to all bidders responding to the solicitation on the same day that the notice is posted. All notices shall be posted to SCBO by the Purchasing Manager. The invitation for bids and a notice of award or notice of intent to award must contain a statement of a bidder's right to protest. When only one response is received, the notice of intent to award and the delay of award may be waived.

The District's Requisition and Purchase Order procedures will be utilized for an award issued by Competitive Sealed Bids. A copy of the written solicitation must be attached to the Purchase Order or made a part of the contract file.

E. Exemptions from Competition:

York School District Board has exempted specific supplies or services from the Procurement procedures. This exemptions list is not applicable to Federal funding. Non-federal purchases that are exempt from the Multi Quote/Bid/RFP process are as follows:

- 1. COPYRIGHTED EDUCATION MATERIALS** including but not limited to:
 - a. Books, dictionaries, textbooks, newspapers, diplomas
 - b. Professional journals, technical pamphlets, periodicals, subscriptions
 - c. Educational films, filmstrips, slides, and transparencies
 - d. Video tapes, cassettes, DVDs
 - e. Standardized tests, testing materials, and services to score tests
 - f. Band music, marching band arrangements
 - g. Printing of Curriculum Guides, Program of Studies, and other repetitively printed booklets/agendas
- 2. COPYRIGHTED TECHNOLOGY MATERIALS** including but not limited to:
 - a. Computer assisted instructional materials, software, and interactive video programs,
 - b. Databases
 - c. District adopted instructional software, including site licenses, maintenance contracts, upgrades, or other support services or related information/materials only available or provided by the software provider.
 - d. License agreements or renewals for computer software and additional software features/options/add-ons that are only compatible with the software provider.
 - e. Specific technology including but not limited to the District's applicant tracking system, parental notification system, and other systems and software previously adopted and/or needed to integrate to current systems.
- 3. MEDICAL AND RELATED SERVICES** including but not limited to:
 - a. Licensed/certified medical doctors, physicians, nurses, psychiatrists, psychologists, behaviorists, counselors, dentists, optometrists, etc.
 - b. Hospitals, medical clinics, and clinical services.
 - c. Licensed/registered/certified physician assistants, nurses, occupational and physical therapists.
 - d. Mental health organizations and services
 - e. Long-term care medical or educational organizations and treatment programs.
 - f. Speech, language, audiology, vision, orientation, mobility occupational and physical therapy, and related services, audiologist
 - g. Vaccines
- 4. GOVERNMENTAL SERVICES** including but not limited to:
 - a. Services and supplies provided by the Federal government, State agencies, county, city or special purpose districts.
 - b. School Resource Officer services
 - c. Payment of taxes, social security, annuities, etc.

5. **EDUCATIONAL SERVICES** including but not limited to:
 - a. Contractual and cooperative agreements for provision of services to students
 - b. Tuitions paid to institutions of higher learning
 - c. Evaluation services and expenses of visiting committees
 - d. Consultants for evaluation of academic programs
 - e. Professional services such as including dancers, choreographers, musicians, writers, poets, theatre groups, craftsmen, artists, folk artists, artist in residence, or other such services
6. **POLICY AND LEGAL SERVICES** including but not limited to:
 - a. Attorney services, court recorders, expert witness services, bond rating services and costs associated with issuance or refinancing of bonds
 - b. Certified Public Accountants
 - c. Legislative consultant
 - d. Financial advisors, investment management, brokerage services
 - e. Insurance coverage, both primary and reinsurance
 - f. Board Governance consultants and facilitators
 - g. Other fee based professional services
7. **STAFF DEVELOPMENT** including but not limited to:
 - a. Training provided by consultants, certified teachers/trainers or District personnel
 - b. Training materials secured or prepared for instructional purposes
 - c. Workshop, conference, and seminar registration
 - d. Instructional training seminars or staff development offered by the District to District employees and those contractual services necessary to provide the services for the seminar
 - e. Professional dues and membership fees
 - f. Speakers and seminar leaders for staff development and training activities
8. **STUDENT SERVICES** including but not limited to:
 - a. Electronic and printed exams, tests, testing materials, including scoring services and materials
 - b. Canine drug and/or weapon detection services and related support services
 - c. Homebound services and home visits
 - d. Instruction provided by certified teachers
 - e. Interpreters, interpreter services, translation services, and tutors
 - f. Tuition
 - g. Graduate assistants and interns
9. **UTILITIES AND ENERGY EXPENSES** including but not limited to:
 - a. Fuel, propane, natural gas
 - b. Oil company credit card purchases of gas, oil or fluids

- c. Electric/power services
 - d. Water, sewer, gas, cable, and related services and costs
- 10. COMMUNICATION EXPENSES** including but not limited to:
- a. Local and long-distance telecommunications services
 - b. Telecommunication equipment, upgrades, maintenance, and repair contracts
 - c. Lease of imbedded telephone systems
 - d. Cell phones, hot spots, radios, and services
 - e. District Emergency communication systems
 - f. E-rate consultants
- 11. REFUNDS** including but not limited to:
- a. Refunds of health insurance, earnest monies, bid securities, or other funds temporarily entrusted to the District.
- 12. ONE-OF-KIND ITEMS** including but not limited to:
- a. Paintings, sculptures, antiques, art reproductions, historical artifacts, other rare items
 - b. Scientific specimens, skeletal and taxidermy mounts, models, fossils, minerals, rocks, etc.
 - c. Used vehicles
 - d. Used equipment
 - e. Used instruments
 - f. Transport of mobile units
- 13. CRITICAL REPAIRS** including but not limited to:
- a. Repairs to life safety, fire, security systems, and public address systems
 - b. Repairs to buses or other fleet vehicles used for the transportation of students and/or staff on District sponsored trips
 - c. Unplanned bus repairs
 - d. Unplanned building and parking lot repairs
- 14. PROFESSIONAL SERVICES** in addition to construction in code to include, but not be limited to:
- a. Auditing Services
 - b. 403B Services
 - c. Student Athletic Insurance
 - d. [Purchase Card Program](#)
 - e. Technology and other consultants as needed
 - f. Construction Management Services
 - g. Executive search and recruitment services
 - h. Off duty police officers
 - i. Parking lot attendants
- 15. ITEMS PURCHASED FOR RESALE**
- 16. LIVESTOCK, FEED & VETERINARY SUPPLIES & SERVICES**
- 17. MAIL AND DELIVERY SERVICES, POSTAGE AND POST OFFICE BOXES**
- 18. PERISHABLE FOODS**
- 19. TRAVEL EXPENSES FOR STAFF & STUDENTS** including but not limited to:

- a. Airline, car rental, bus, train, parking, taxes, etc.
- b. Hotel accommodations
- c. Meal allowances
- d. Conferences, seminars, and other registrations/fees
- e. Admission costs/fees

20. PROPERTY SERVICES including but not limited to:

- a. Appraisals and related services
- b. Realtor fees
- c. Land surveyors and related services
- d. Leasing of public parking lots, lecture halls, theaters, arenas, athletic facilities, recreational areas, etc. for District sponsored events

21. ADVERTISING including but not limited to:

- a. Local newspapers, professional journals, publications, radio, television, etc.

22. CLERGY SERVICES

23. PUPIL/STUDENT ACTIVITY FUNDS

24. GRANT SPECIFIED EQUIPMENT AND SERVICES

- a. Purchase of grant specified and approved equipment, services, subcontracts, and consultants required for the successful completion of the grant project and where competitive bidding is not required or practical (subject to the Assistant Superintendent of Finance and Operations or the Purchasing Manager approval)

25. SPECIFIC GOODS AND SERVICES

- a. Interior & Exterior Flooring Solutions (materials and installation) – including but not limited to synthetic turf, rubberized exterior flooring, and other exterior flooring options; and interior flooring options including but not limited to carpeting, vinyl, polished concrete, and other interior flooring options
- b. Imaging solutions including off-site storage.
- c. State approved PLTW curriculum equipment and supplies

26. CONFIDENTIAL GOODS AND SERVICES

- a. Goods and services of a confidential/sensitive nature that would cause injury to students, staff, and/or the District if procured through public solicitation (subject to Superintendent approval)

27. DEPARTMENT OF ADMINISTRATION EXEMPTIONS:

- a. The District also adopts the exemptions granted by the Department of Administration, both present and future
 - Surplus items that are to be given/donated to other school districts, municipalities, and governmental agencies
 - All exemptions listed in SC Code Ann. 11-35-710 and all additional exemptions granted by the Department of Administration

F. Exemptions from Purchase Orders & Blanket Purchase Orders: (Amended September 1, 2024)

The following items/services are exempt from District Procurement and do not require a District purchase order or blanket purchase order.

- Advertising
- Athletic contests
- Automobile tags/titles & other DMV requirements
- Books/copyrighted educational materials purchased at conferences and workshops
- Chartwells Dining
- Donations
- District issued card payments(P-card)
- Evaluation services
- Expenses for visiting committees
- Field Trips
- Food/materials for Staff Development, In-service, and Public, Community& Professional Services
- Food for services invoices
- Food Service Contract
- Fuel
- Graduate assistants and Interns
- Livestock, feed, veterinary services and supplies
- Local school funds (Activity funds)
 - Procurement rules apply when paying from District funds then reimbursing from Activity funds.
- Payment from Activity funds can be reimbursed from District funds for items on this PO exemptions list.
- Membership Fees & Dues
- Off duty police officers
- Officials for athletic events
- Parking lot attendants
- Payments to Children's Attention Home
- Payments to K-12 schools and institutions of higher learning
- Payments to Local, State and Federal Agencies
- Payments for Payroll deductions
- Payments to Payroll vendors
- Payroll and Personnel functions that pay through Accounts Payable
- Postage/Shipping (includes USPS, UPS, etc.)
- Professional journals
- Radios and radio services
- Refunds
- Reimbursements
- School Resource Officers
- Small dollar purchases made with the District procurement card
- Staff Development and Professional Development
- Staffing Agencies (Including but not limited to ESS)
- Supplements to non-employees (Including but not limited to band consultants, athletic coaches, bus drivers, chorus accompanists, DJ services, time keepers for athletic events, etc.)
- Taxes, social security, annuities, etc.
- Training seminars
- Travel reimbursements
- Tuitions
- Utilities (power, gas, landline phones and landline services, cell phones and cell services, water, etc.)
- Use of activity vehicles
- Workshop registrations and fees, conference registrations and fees, seminar registrations and fees

G. Sole Source Purchases – Greater than \$10,000:

[YSD1 Procurement Code](#) Section 1560 establishes the following conditions may necessitate a Sole Source Purchase:

- Where the compatibility of equipment, accessories, or replacement parts is of paramount consideration
- A supplier's item is needed for trial use, or testing
- Where the item is one of a kind
- There is only a single supplier

In cases of reasonable doubt, competition should be solicited. A Sole Source declaration may be made by the Superintendent, the Assistant Superintendent of Finance and Operations, or the Purchasing Manager.

Any decision by the District that a procurement is Sole Source must be accompanied by a thorough, detailed explanation as to why no other will be suitable or acceptable to meet the need. The written determination must include a purchase description that states the District's actual needs, which may not be unduly restrictive. The determination must contain sufficient factual grounds and reasoning to provide an informed, objective explanation for the decision and must be accompanied by market research that supports the decision. The determination shall be authorized by the Purchasing Manager prior to contract execution.

When a Sole Source Purchase contract has a total value in excess of fifty thousand (\$50,000) dollars, notice of the award must be posted in South Carolina Business Opportunities (SCBO). The posted notice must contain a statement of the right to protest. The notice must be posted at least five (5) business days before entering a contract. For contracts with a total potential value greater than two hundred fifty thousand (\$250,000) dollars, such notice must be posted at least ten (10) business days before entering a contract. The public notice is not required if the Superintendent, after consultation with the School Board, determines in writing that award without such notice is in the best interest of the District. The Vendor Protests procedures in this manual apply to any protests received.

The Requisition and Purchase Order procedures in this manual shall be used for all Sole Source Purchases. For submission to the Purchasing Manager, a quotation, a sole source letter from the supplier, and the written determination shall be attached to the Requisition.

H. Emergency Purchases - Greater than \$10,000:

[YSD1 Procurement Code](#) Section 1570 establishes that an Emergency Purchase may be made when there is:

- A threat to public health or welfare

- A threat to the safety of people or property
- When normal daily operations are adversely affected

Emergency Purchases shall be restricted to the immediate need. An Emergency declaration may be made by the Superintendent, the Assistant Superintendent of Finance and Operations, or the Purchasing Manager.

Emergency Procurements shall be made with as much competition as is practicable under the circumstances. When feasible, three (3) written quotations shall be solicited. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract files. When an Emergency Purchase contract has a total value in excess of fifty thousand (\$50,000) dollars, notice of the award must be posted in South Carolina Business Opportunities (SCBO) as soon as practicable thereafter. The posted notice must contain a statement of the right to protest. The Vendor Protests procedures in this manual apply to any protests received.

The Requisition and Purchase Order procedures in this manual shall be used for all Emergency Purchases. For submission to the Purchasing Manager, the three (3) quotations shall be attached to the Requisition. The award shall be to the lowest responsive and responsible source.

I. Cooperative Purchasing:

Cooperative Purchasing has the benefits of reducing administrative costs, eliminating duplication of effort, lowering prices, sharing information, and taking advantage of valuable Procurement experience across South Carolina School Districts. When it is in the best interest of YSD1, the District may either participate in, sponsor, conduct, or administer a Cooperative Purchasing contract with one or more South Carolina School Districts. The District shall, prior to conducting Cooperative Purchasing activities, explore the availability of satisfying its needs through utilization of pre-existing state contracts and shall use such arrangements if cost effective, and otherwise advantageous to the District.

A Cooperative Purchasing contract may be created by either Competitive Sealed Bid or Competitive Sealed Proposal policies and procedures established in this manual. A Cooperative Purchasing contract may also be established by another South Carolina School District's Competitive Sealed Bid or Competitive Sealed Proposal policies and procedures provided those policies and procedures are not less restrictive to those of YSD1. Any Cooperative Purchasing contract shall comply with the [YSD1 Procurement Code](#).

For the benefit of use, participating School Districts must be specifically named as Participants in the Cooperative Purchasing contract. A Cooperative Purchasing contract may include language that allows other South Carolina School Districts to be added to the contract as Participants. If a

South Carolina School District requests to participate in the Cooperative Purchasing contract the requesting School District may be added via an amendment to the contract. However, the requesting South Carolina School District may not be utilizing Procurement Codes that are less restrictive to those of YSD1.

VI. Purchase Requisition, Purchase Order and Blanket Purchase Order

Orders should not be placed with a vendor until a purchase order number has been issued. Failure to do this will result in an Unauthorized Purchase. It is therefore imperative that customers thoroughly plan for their needs. Determining in advance what is needed, how much, where, and when will assist the Purchasing Manager in effectively and efficiently satisfying customer needs while obtaining quality products and services.

A Purchase Requisition is used to begin the process of buying goods and services. The Purchase Requisition serves to inform the Purchasing Manager of the needs of the department or school and to fully define the goods or services requested. The YSD1 Purchase Requisition can be found in the [Forms](#) section of the Procurement website. The department or school shall complete the Purchase Requisition. The completed Purchase Requisition along with the necessary quotation or necessary three (3) quotations shall be submitted to the Purchasing Manager for review, approval, and entry into the YSD1 financial system, Smart Fusion.

A Purchase Order is a legal and binding agreement between the District and the vendor. A Purchase Order provides the written authorization for a vendor to provide the goods or services described on the Purchase Order. The vendor name, vendor address, vendor system ID, product or service description, delivery location, delivery conditions (if applicable), quantity, price and funding source are all specifically listed on the Purchase Order. The Purchase Order also confirms to the vendor and to the department or school that funds have been encumbered to ensure payment after the goods or services have been received. A District Purchase Order is created through the District's financial system, Smart Fusion, and requires the signature of the Purchasing Manager as well as the signature of either the Business Manager or the Superintendent of Finance and Operations. The Purchasing Manager will email the Purchase Order along with the appropriate quotation or award notice to the vendor and request an email confirmation of receipt from the vendor. In the email to the vendor, the Purchasing Manager will copy the department or school and inform the vendor of the YSD1 Accounts Payable email address for the sending of invoice(s) associated with the Purchase Order.

Purchase Orders less than \$10,000

One (1) quotation is required by the department or school at the time of submission of the Purchase Requisition to the Purchasing Manager. All purchases less than \$10,000 must be annotated "Price is fair and reasonable". This acknowledgement must be printed on the face of the Purchase Order. The Purchasing Manager will:

- 1) Check the budget status to be sure sufficient funds are available
- 2) Confirm compliance with [YSD1 Procurement Code](#) and the procedures in this manual
- 3) Enter the completed Purchase Requisition into the YSD1 financial system, Smart Fusion
- 4) Issue the Purchase Order via Smart Fusion
- 5) Attach the quotation to the Purchase Order and collect the two (2) authorized signatures on the face of the Purchase Order
- 6) Email the approved Purchase Order and quotation to the vendor and request a confirmation of receipt
 - The department or school will be copied on the email to the vendor
- 7) Provide the vendor with the YSD1 Accounts Payable email address for the sending of invoice(s) associated with the Purchase Order.
- 8) File a copy of the signed Purchase Order, along with all supporting documents. These files are subject to review and audit

Purchase Orders \$10,001 - \$25,000.00 (non-construction) and \$10,001 – \$100,000 (construction)

Three (3) quotations are required by the department or school at the time of submission of the Purchase Requisition to the Purchasing Manager. Goods and services on a [State contract](#), a District contract, or on the Board approved [Exemptions](#) list do not require three (3) quotations. The Purchasing Manager will:

- 1) Check the budget status to be sure sufficient funds are available
- 2) Confirm compliance with [YSD1 Procurement Code](#) and the procedures in this manual
- 3) Enter the completed Purchase Requisition into the YSD1 financial system, Smart Fusion
- 4) Issue the Purchase Order via Smart Fusion
- 5) Attach the three (3) quotations to the Purchase Order and collect the two (2) authorized signatures on the face of the Purchase Order
- 6) Email the approved Purchase Order and quotation to the vendor and request a confirmation of receipt
 - The department or school will be copied on the email to the vendor
- 7) Provide the vendor with the YSD1 Accounts Payable email address for the sending of invoice(s) associated with the Purchase Order
- 8) File a copy of the signed Purchase Order, along with all supporting documents. These files are subject to review and audit

Purchase Orders exceeding \$25,000 (non-construction) and exceeding \$100,000 (construction)

The use of Competition by Bids or Competition by Proposals is required. Goods and services on a [State contract](#), a District contract, or on the Board approved [Exemptions](#) list do not require competition by bids or proposals. The Purchasing Manager will:

- 1) Check the budget status to be sure sufficient funds are available
- 2) Confirm compliance with [YSD1 Procurement Code](#) and the procedures in this manual
- 3) Work with the department or school on specifications, purchase description or scope of work to be used in the solicitation
- 4) Work with the department or school to establish the solicitation schedule
- 5) Advertise the solicitation via SCBO
- 6) Review the bids or proposals received, along with the review panel, to determine the lowest responsive and responsible bidder (or highest ranked proposer when the RFP process is used)
- 7) Issue an award and post the award notice via SCBO
- 8) Enter the completed Purchase Requisition into the YSD1 financial system, Smart Fusion, referencing the contract number
- 9) Issue the Purchase Order via Smart Fusion
- 10) Collect the two (2) authorized signatures on the face of the Purchase Order
- 11) Email the approved Purchase Order and award notice to the vendor and request a confirmation of receipt
 - The department or school will be copied on the email to the vendor
- 12) Provide the vendor with the YSD1 Accounts Payable email address for the sending of invoice(s) associated with the Purchase Order
- 13) File a copy of the signed Purchase Order, along with all supporting documents. These files are subject to review and audit

Blanket Purchase Order

A Blanket Purchase Order is a simplified method of filling anticipated repetitive needs for small quantities of supplies or services. Blanket Purchase Orders are not to be used to purchase equipment items. The agreement will cover a stipulated time frame and up to an aggregate amount. This method of procurement reduces costs in accomplishing small purchases by eliminating the need for individual purchase orders. A Purchase Requisition is required for a Blanket Purchase Order. The Purchasing Manager will:

- 1) Check the budget status to be sure sufficient funds are available
- 2) Confirm compliance with [YSD1 Procurement Code](#) and the procedures in this manual
- 3) Enter the completed Purchase Requisition into the YSD1 financial system, Smart Fusion
- 4) Issue the Blanket Purchase Order via Smart Fusion
- 5) Collect the two (2) authorized signatures on the face of the Purchase Order

- 6) Email the approved Blanket Purchase Order to the vendor and request a confirmation of receipt
 - The department or school will be copied on the email to the vendor
- 7) Provide the vendor with the YSD1 Accounts Payable email address for the sending of invoice(s) associated with the Blanket Purchase Order
- 8) File a copy of the signed Blanket Purchase Order, along with all supporting documents. These files are subject to review and audit

VII. Specifications

The term “specification” refers to that portion of a solicitation that describes the characteristics of a commodity or service required by the District. It is used interchangeably with the terms, “purchase description”, “purchase specifications”, “purchase requirements”, “scope of work”, and “statement of work”. A specification may include requirements for samples, prototypes, inspection, testing, warranty and packaging. The specification portion of a solicitation should not contain bidding instructions, contractual terms and conditions, pricing formats or similar materials. The preferred types of specifications are as follows:

Performance Specifications:

Performance specifications are preferred since they communicate what a product is to do, rather than how it is to be built. Performance specifications should include the following:

- A general description
- Required performance characteristics (minimum/maximum) to include speed, storage, production capacity, usage, ability to perform a specific function
- Operational requirements such as limitations on environment, water, or air cooling, electrical requirements
- Site preparation requirements for which the contractor will be responsible, such as electricity, plumbing, or, for which RHS will be responsible
- Compatibility requirements with existing equipment or programs
- Conversion requirements for maintaining current equipment or system until switching to the new equipment or system
- Installation requirements
- Maintenance requirements
- Supplies and parts requirements
- Quantity and method of pricing
- Warranty
- Service location and response time

Design Specifications:

Design specifications involve dimensional and other physical requirements and concentrate on how a product is to be built rather than on what it should do. Architects and engineers typically prepare design specifications for construction or custom manufactured products. A design specification includes the following:

- Dimensions, tolerances, and specific manufacturing or construction processes
- References to a manufacturer's brand name or model number
- Use of drawings and other detailed instructions to describe the product

Brand Name or Equal or Alternate:

Brand name or approved equal or alternate is the most used type of specification. A brand name may be used to convey the general style, type, character, and quality of the goods desired. Any good determined to be the equal of that specified by the District, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted. A brand name cannot be considered restrictive to exclude other manufacturer's products from consideration.

Bidders must indicate brand name, model, model number, size, type, weight, color, etc. of the item bid if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifically mentioned in the specifications, he/she shall submit with their bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified. Such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance. ***The District reserves the exclusive right to determine approved alternates and such determination shall be final and binding upon all bidders.***

An alternate product can be defined as being similar in form, fit, and function and may be substituted for the required items, with no advantages or disadvantages.

The most important part of preparing brand name bid specifications is the use of the product's salient features. Salient features are the inherent qualities of the product that are required for the product to perform its intended application. These characteristics should be stated in the specification, and the alternate product must meet these requirements to be acceptable. Not all characteristics of a product typically can be categorized as salient features, so it is important to identify those that truly are critical to the product's acceptability.

Scope of Work for Services:

The following is a list of the types of information that should be included in a scope of work for professional or other services.

1. General Requirements: Describe the contractor's responsibility to provide a service or

produce a specific study, design, or report.

2. **Specific Requirements:** Address the specific tasks, subtasks, parameters, and limitations that must be considered in producing the service or final project. The following factors should be included:
 - Details of work environment
 - Minimum or desired qualifications
 - Amount of service needed
 - Location of service
 - Definition of service unit
 - Time limitations
 - Travel regulations or restrictions
 - Special equipment required
 - Other factors affecting working environment
3. **Provided Materials or Services:** List any plans, reports, statistics, space, personnel, or other RHS provided items that must be used by the contractor.
4. **Deliverables, Reports, and Delivery Dates:** Identify the specific delivery dates for all documentation or other products the contractor must furnish. Be clear about the expectations for the contractor's performance.

Specifications Do's and Do Not's:

- Do use the word "shall" or "must" to describe a command or mandatory requirement
- Do use the words "should" or "may" to describe an advisory or optional requirement
- Do be specific and detailed in presenting mandatory requirements
- Do not present something as mandatory if it is optional
- Do not write specifications or scope of work that restrict response to a single bidder/offeror

VIII. Acceptance of Goods and Services

Department Heads and Schools of the District are delegated the authority and responsibility to inspect and accept goods and services on behalf of the District. It is imperative that the individuals exercising this responsibility assure:

- The goods and/or services are delivered on time
- The quality and quantity received are the same as called for in the contract or purchase order
- The delivery ticket matches to the contract or purchase order
- The goods received are not damaged
- The goods received function properly

A delivery may be refused, or partially refused, if the goods are damaged, if the wrong goods are received, or if the goods received do not function properly. At the time of the refusal, the District employee will contact the District Purchasing Manager who will assist the employee with the delivery and with properly documenting the refused or partially refused delivery.

Before an invoice can be vouchered for payment, the invoice must be signed and dated by the responsible Budget Manager to verify proper receipt of the goods or services. The date indicated on the invoice should be the date the goods or services were received not the date the invoice is being signed.

IX. Vendor Protests

[YSD1 Procurement Code](#) Section 4210 establishes:

- A vendor's right to protest
- District protest procedures
- The duty and authority to attempt to settle protests
- Administrative review and decision
- Stay of procurement during protests

Right to Protest:

Any notice of protest and subsequent protest shall be directed to the Assistant Superintendent of Finance and Operations. The name and address of the Assistant Superintendent of Finance and Operations shall be included in every solicitation, notice of an intended award, Competition by Bids, Competition by Proposals, or other type solicitation.

A prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with a solicitation shall protest in writing to the Assistant Superintendent of Finance and Operations within

fifteen (15) days of the date of issuance of the Invitation for Bids, Requests for Proposals or other solicitation documents.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall notify the Assistant Superintendent of Finance and Operations in writing of its intent to protest within seven (7) business days of the date that award or notification of intent to award, whichever is earlier. The actual protest must be filed within fifteen (15) calendar days of the award or intended award, whichever is earlier.

Right to Protest an Emergency or Sole Source Purchase:

Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of an Emergency or Sole Source contract, shall notify the Assistant Superintendent of Finance and Operations in writing of its intent to protest within five (5) business days of the date that award or notification of intent to award, whichever is earlier. The actual protest must be filed within fifteen (15) calendar days of the award or intended award, whichever is earlier.

Protest Procedures:

A notice of protest and subsequent protest must be in writing, must be filed with the Assistant Superintendent of Finance and Operations, and must set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. The protest must be received by the Assistant Superintendent of Finance and Operations within the time provided in this manual.

Duty and Authority to Attempt to Settle Protests:

Before commencement of an administrative review, the Assistant Superintendent of Finance and Operations or their designee may attempt to settle by mutual agreement a protest of an aggrieved bidder, offeror, contractor, or subcontractor, actual or prospective, concerning the solicitation or award of the contract. The Assistant Superintendent of Finance and Operations has the authority to approve any settlement reached by mutual agreement. A settlement may not authorize action that would otherwise be improper and may not be used to circumvent [YSD1 Procurement Code](#) requirements.

Administrative Review and Decision:

If in the opinion of the Assistant Superintendent of Finance and Operations, after reasonable attempt, a protest cannot be settled by mutual agreement, the Assistant Superintendent of Finance and Operations shall conduct promptly an administrative review. The Assistant Superintendent of Finance and Operations shall commence the administrative review no later than fifteen (15) business days after the deadline for receipt of a protest has expired and shall issue a decision in writing within ten (10) days of completion of the review. The decision shall state the reasons for the action taken.

A copy of the decision along with a statement of appeal rights shall be mailed or otherwise furnished immediately to the protestant. The Assistant Superintendent of Finance and Operations also shall post a copy of the decision at a date and place communicated to all parties participating in the administrative review. The posted decision must indicate the date of posting on its face and shall be accompanied by a statement of the right to appeal provided in Section 4210.

A decision is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel, pursuant to Section 4410, within ten (10) days of posting of the decision. The request for review must be in writing, must be directed to the Assistant Superintendent of Finance and Operations, and must set forth the reasons for disagreement with the decision of the Assistant Superintendent of Finance and Operations. The Assistant Superintendent of Finance and Operations shall forward the request to the panel. The person also may request a hearing before the Procurement Review Panel. The rights and remedies granted to the Procurement Panel are not available for contracts with an actual or potential value of up to fifty (\$50,000) thousand dollars.

Automatic Stay of Procurement During Protests:

In the event of a timely protest, the District shall not proceed further with the solicitation or award of the contract until ten (10) days after a decision is posted by the Assistant Superintendent of Finance and Operations. In the event of a timely appeal to the Procurement Review Panel, the District shall not proceed further with the solicitation or award of the contract until a decision is rendered by the panel. A solicitation or award of a protested contract is not stayed if the Assistant Superintendent of Finance and Operations, after written approval of the Superintendent, makes a written determination that the solicitation or award of the contract without further delay is necessary to protect the interest of the District.

X. Unauthorized Purchases

Any purchase not made in accordance with the provisions of the [YSD1 Procurement Code](#) and Procurement Procedures will be considered an Unauthorized Purchase. The Purchasing Manager shall decide to either ratify the contract or acknowledge and declare the contract null and void. If ratified, the contract may be continued or terminated. The contract may be ratified only if ratification is in the interest of the District. The factors pertinent in determining the District's interest include, but are not limited to:

- The seriousness of the procurement deficiency
- The degree of prejudice to the integrity of the competitive procurement system
- The good faith of the District officials and contractors involved
- The extent of performance
- Any costs to the District in either terminating the contract or declaring it null and void

- The urgency of the acquisition
- The impact on the District's mission

A contract may be continued only if the Purchasing Manager determines an urgent and compelling need exists that cannot otherwise be met without undue burden on the District. If no such urgent and compelling need exists, the ratified contract must be terminated by the District.

If a contract is terminated, the District shall, as appropriate and by agreement with the supplier, return any supplies delivered for a refund at no cost to the District or at a minimal restocking charge. If a contract is terminated and a termination claim is made, settlement shall be made in accordance with the contract. If there are no applicable termination provisions in the contract, settlement shall be made on the basis of actual costs directly or indirectly allocable to the contract through the time of termination.

Regardless of its ratification of a contract, the District shall be entitled to any damages it can prove including but not limited to contract and tort.

If a contract is acknowledged as null and void, the District shall endeavor to return those supplies delivered under the contract that have not been used or distributed, and no further payments shall be made under the contract. In addition, the District is entitled to recover the greater of:

- (1) The difference between payments made under the contract and the contractor's actual costs up until the contract was declared null and void
- (2) The difference between payments under the contract and the value to the District of the supplies, services, information technology, or construction it obtained under the contract

All decisions shall be supported by a written determination of appropriateness. The written determination must include the facts and circumstances surrounding the Unauthorized Purchase, what corrective action is being taken to prevent recurrence, and the action taken against the individual committing the Unauthorized Purchase. The Purchasing Manager will be responsible for preparing the written determination. If the value of the contract exceeds one hundred thousand (\$100,000) dollars, the School Board must concur in the written determination before any further action is taken, unless the contract is declared null and void.

XI. Small and Minority Owned Businesses

The South Carolina General Assembly (SCGA) mandates that small and minority owned businesses are afforded the opportunity to fully participate in the overall procurement process of the State and the District. To comply and to foster the use of small and minority owned businesses, the District will submit and report on a Minority Business Enterprise (MBE) Utilization Plan.

The District's MBE Utilization Plan shall be submitted to the School Board annually for approval no later than the first Board meeting on or after July thirtieth (30th). District progress reports shall be submitted to the School Board no later than thirty days after the end of each six-month fiscal period.

The MBE Utilization Plan establishes, in percentage format, the District's goal of the total dollar amount of funds that will be expended towards small and minority owned businesses. The Assistant Superintendent of Finance and Operations or the Purchasing Manager will submit the annual MBE Utilization Plan and the semi-annual progress reports to the District School Board. The SCGA has expectations that a goal of ten percent (10%) be established, however the District's School Board may authorize an MBE Utilization Plan that establishes a goal of less than ten percent (10%). The Progress reporting will contain the following information:

- the number of minority firms solicited
- the number of minority solicitations received
- total dollar amount of funds expended
- total dollar amount of funds expended to small and minority owned businesses
- District percentage expended towards small and minority owned businesses

For the District to report upon a business as small or minority owned, the business must be holding a Certificate of Eligibility issued by the South Carolina Office of Small and Minority Business Assistance (OSMBA).

The Purchasing Manager will:

- Solicit participation by small and minority owned businesses on all District bid and proposal opportunities
 - Utilize the OSMBA list of certified small and minority owned businesses to perform the solicitations
- Train employees on how to search and solicit from the OSMBA list of certified businesses for small dollar and competitive quotation purchases

When it is necessary, the District may divide total project requirements into smaller tasks to permit increased participation of small and minority owned businesses. Tie bids involving a business certified by OSMBA shall be resolved in favor of the OSMBA certified business.

The Procurement website for the District provides important information and guidance to vendors, small and minority owned businesses, as well as to District employees. The District website includes but is not limited to:

- Educational information to vendors on how to compete for District business opportunities
- A hyperlink to District bidding and proposal opportunities
- A hyperlink to the OSMBA website for guidance, information and contact information
- A hyperlink to the OSMBA list of certified small and minority owned businesses
- A hyperlink to the most recent progress report submitted to the District's School Board

Click this link to view the District's Vendor webpage: [Vendors](#)

XII. Disposition of Surplus Property

Surplus property consists of all District owned assets, not in actual public use, with remaining useful life and available for disposal. District owned assets may be declared as surplus property by the Superintendent or by the Assistant Superintendent of Finance and Operations. District owned assets may be declared as surplus property when the Director of Operations deems the asset unusable for District purposes, is obsolete, or the costs to repair or to refurbish the asset in order to return it to public use would exceed the value of like used equipment with remaining useful life.

The sale of surplus property will be conducted by the Purchasing Manager. The sale price for surplus property will be established by the Assistant Superintendent of Finance and Operations or by the Purchasing Manager. The sale of surplus property will be conducted by public auction via www.govdeals.com. This public auction has no minimum or maximum length of time and is determined by District warehouse space and scheduled incoming property. The Purchasing Manager will have the final authority to accept or reject offers received from the public auction. When an attempt is made to sale surplus property by public auction and the goods are not sold, the surplus property may be discarded in a means of disposal that is most advantageous to the District. Proceeds from the sale or the disposal of surplus property shall be deposited by the District Business Manager into the District general fund.

To ensure that there are no improprieties or appearances of impropriety, surplus property shall not be leased or sold to an employee of the District without their first having been an unsuccessful public auction. No employee of the District shall receive any special or private consideration in the sale or the disposal of District surplus property.